

ported by the auditor be ratified and confirmed; and that unless the respondents pay to the petitioners the sum of \$2,018.93, with interest thereon from the 19th day of February, 1825, and costs; that William D. Merrick, the trustee heretofore appointed for that purpose, proceed to make sale of the said premises pursuant to the said agreement.

On the 13th of August, 1827, the auditor reported a statement which he says was prepared at the instance of the solicitor for the * purpose of ascertaining the interests of Ann Jordan and **290** Richard Jordan in the balance heretofore reported to be due from Jeremiah Booth, deceased, to the estate of Richard Jordan, deceased. The moneys paid to the trustee and to Edmund Key, as guardian to Richard and Ann Jordan, are excluded from this statement. It is impossible to ascertain the proportions in which these persons were respectively benefited. The sums so paid were legally applicable to their use in equal moieties, and it is presumed were so applied.

Under the order of the 21st of March, 1827, the trustee Merrick reported, that he had, on the 15th of October, 1827, sold the said tract of land called Brambly, containing $397\frac{1}{2}$ acres, with a small lot of land contiguous thereto on which was an old tobacco warehouse, to Joseph Stone for the sum of \$6,985.75, which sale, after the usual order *nisi*, was absolutely confirmed on the 17th of March, 1829.

On the 19th of March, 1828, Joseph Stone and Alexander McWilliams by their petition, in behalf of themselves and the other creditors of Jeremiah Booth, deceased, stated, that they had obtained a judgment in St. Mary's County Court, which was affirmed by the Court of Appeals at June Term, 1825, against a certain James Walker and the said Jeremiah Booth, since deceased, intestate, leaving the said Mary Llewellyn, widow of the said John Llewellyn, now deceased, his only child and heir, for the sum of \$6,433.39 debt, \$13,000 damages, \$5.06 $\frac{3}{4}$ costs on the original judgment, \$5.53 $\frac{1}{2}$ costs on the *fiat* on the *scire facias* and costs, to be released on payment of \$6,433.39, with interest from the 13th of July, 1822, until paid, and the above costs; subject to certain credits thereon given, as appears by a copy of the said judgment therewith exhibited. That James Walker, the surviving defendant, was insolvent; and that the said Jeremiah Booth had died insolvent; and without leaving personal estate sufficient for the payment of his debts. And that there was yet a very large sum of money due to these petitioners after allowing all credits. And they had an equitable lien upon the equitable interest of the said Jeremiah Booth, deceased, in the real estate re-sold as aforesaid; and upon the balance of the purchase money arising therefrom, for the payment of their claim. Whereupon they prayed, that the